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AUTHOR Riley, Bob E.
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ABSTRACT

Literature and litigation are reviewed in a three-part study of the problems that exist in the administration of academic tenure; the history of faculty tenure at Texas community and junior colleges; and possible alternatives to faculty tenure. Part I outlines the general features of tenure operation in the United States and discusses trends toward the declining popularity of the tenure system. This section examines the percentages of colleges and faculty under the tenure system and discusses the fiscal and public relations problems caused by the difficulty of dismissing tenured faculty. Part II examines tenure policy articulated by the Coordinating Board of the Texas College and University System which sets non-binding standards concerning probationary periods, notices of intention not to reappoint, and grounds for the dismissal of tenured faculty. Finally, the techniques of procedural due process and contract negotiations are proposed as alternatives to the tenure system, especially in light of current legislative attempts to abolish tenure in Texas. Part III also reviews pertinent litigation, focusing on the procedural safeguards in due process, the types of issues that may be negotiated between faculty and administration, and the components of a formal grievance procedure. A bibliography and an American Association of University Professors statement on academic freedom and tenure are appended. (JP)

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FACULTY TENURE IN COMMUNITY COLLEGES OF TEXAS:

WHERE IT CAME FROM - WHERE IT IS GOING

by

Dr. Bob E. Riley

Dean of Instruction

Clarendon College

1980

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FACULTY TENURE IN COMMUNITY COLLEGES OF TEXAS:
WHERE IT CAME FROM - WHERE IT IS GOING

Faculty tenure has been an arena of debate for many years. When a logical argument is made for tenure an opposite view many times just as logical can also be expounded against it. Faculty tenure exists in most, if not all, four-year colleges in the State of Texas. Many Texas Junior Colleges also have academic tenure. The purpose of this paper is three-fold:

1. To research the literature related to the tenure system and to determine some of the current problems that may exist in the administration of academic tenure in the community college;
2. To develop the background of the faculty tenure system in community/junior colleges in Texas; and,
3. To pose procedures that may be an acceptable alternative to faculty tenure in community colleges in the State of Texas.

This paper will be developed following library research at Clarendon College, Amarillo College and West Texas State University. Data will be gained through conversation with academic deans in junior/community colleges of Texas that are currently administering a tenure system, the use of articles written on the topic using The Readers Guide, Education Index, Current Index to Journals in Education, and ERIC.

TENURE: A CONCEPT IN TRANSITION

The first permanent tenure law in the United States was passed in 1910. Much still remains to be done to free school personnel from anxiety and fear created by the possibility of unjust, arbitrary or whimsical dismissal. The purpose of tenure laws is to protect competent people from being fired, and also to provide an orderly and just procedure for eliminating the incompetent or undesirable. Ultimately of course, the purpose is to improve the educational services of the school.[1]

Tenure has been a rather loosely defined term. Initially, tenure was to be a device that was available to the state to insure a good supply of qualified teachers in which communities of the state could derive "professional benefits." [2] As time passed, tenure changed from a tool that could benefit the state, to a procedure which benefits the teacher. It is now a system which determines "the conditions under which a teacher might acquire tenure, defines the teacher's rights and obligations, states the causes for which a teacher may be dismissed, and prescribes the procedure by which a teacher's contract may be terminated." [3] Morris defines tenure as a "permanence of position, often granted an employee after a specified number of years." [4]

Perhaps an identification of what tenure is and how it is administered might be of value to the reader. William R. Keats in a May, 1975 article in Liberal Education outlined some of the general features found in the operation of tenure in the United States:

1. Some form of tenure is characteristic of the faculty personnel policy of most institutions of higher education in the United States-of all public and private universities, all public four-year colleges, 94 per cent of private four-year

colleges, and more than two-thirds of the two-year colleges. Approximately 94 per cent of all faculty are serving in institutions which confer tenure.

2. Though most institutions which grant tenure adhere in some degree to the guidelines of the 1940 Statement (See appendix A), there is enormous diversity in every aspect of interpretation, policy and procedure. There is, in fact, no such thing as a tenure "system" in American higher education, with the degree of uniformity that term implies.

3. In most institutions, about half the faculty hold tenure appointments; but the range of variation here is also remarkable: in many institutions the tenured faculty constitutes less than 25 per cent of the total; in many the proportion is above 80 per cent. The tendency is in the latter direction.

4. Tenure is conferred very generously. In most institutions upwards of 80 per cent of institutions granted tenure to all faculty members considered for tenure in that year.

5. During the 1960s the age at which tenure was awarded dropped significantly. In 1969, nearly two-thirds of the tenured faculty were fifty or younger; of the total faculty three-fourths were fifty and younger.

6. Very few institutions--only about 6 per cent, mostly private four-year colleges--set any limits to the proportion of the faculty who are or should be on tenure.

7. The proportion of tenured faculty today is about what it was in the early 1960s--roughly 50 per cent. But future prospects are very different. The relative youth of most faculties means that retirements will occur at a slower rate. With tight budgets, enrollments growing more slowly, continuation of recent liberal policies in awarding tenure will mean that tenured staffs will be so large as to pose grave budgetary problems and to make the prospects for promotion of recruitment of younger faculty increasingly meager. The efford to bring more women and minority group members into the higher faculty ranks may be frustrated. [5]

Because of the complexity, size, and interpretation of tenure, many problems have persisted in the administration and understanding of the system.

For many years, the attempt to discuss problems of academic tenure were met with instant opposition by faculty groups. "Frustrating as such false starts have been, they did serve the purpose of getting major issues out in the open." [6] The most recurring issue relating to tenure is the dismissal of tenured faculty. Jerome Cramer stated that:

> "Among the 46 states that have tenure or continuing contract laws, each has different provisions for dismissal. But, in general, most states permit the firing of tenured teachers found guilty of acts ranging from immorality, cruelty, neglect of duty, and incompetency." [7]

As the concept of tenure became more entrenched in American higher education, the general public became more aware of what it is and how it worked. In 1972, "Gallup found that 53 percent of the public opposed teacher tenure." [8] Polarity and conflict have increasingly become accepted characteristics of the higher education enterprise and they are now becoming a part of the current controversy involving the practice of granting tenure in American colleges and universities. While proponents of tenure are busy defending the present practice, the iconoclasts continue to pick away at the policy they view as protecting the incompetent and standing in the way of needed change within American higher education. [9]

Tenured and nontenured faculty are matters of both educational

and fiscal concern, and these two aspects of the profile are related. First, the fiscal considerations: so long as the university is faced with fluctuating revenues, it must have some flexible commitments, including those for salaries. But the tenured faculty constitute continuing claims until retirement, resignation, or death.[10] Miller in 1970, commented on one of the fiscal consequences of tenure:

> Tenure has many consequences, both favorable and unfavorable, for the faculty and the institutions involved: it provides job security for those who attain it, but this security is purchased at the price of lower salaries. It forces universities to clarify their long-term intentions for young faculty; at the same time, it creates tensions as the deadline for decision approaches and sometimes works to the disadvantage of "late bloomers." By encouraging commitment to the university, tenure provides continuity and stability, but it may also hinder adaptation to change.[11]

Miller went on to state that, "The ratio between tenured and nontenured faculty has important educational effects. Because the young are enthusiastic and represent the wisdom of the future, (and with) a mix weighted toward youth, provided the rules of governance are sufficiently weighted toward the tenured faculty to make it necessary and feasable for them to exercise their function of protecting the long-term values of the institution.

But special caution must be taken in making tenure appointments. A decision to offer a young man tenure today means that he may play a major role in the strategy of his department ..... well into the twenty-first century."

Arvo Van Alstyne, chairman of a special committee studying tenure at the University of Utah, contends:

> There is currently a feeling on campus and in the community that tenure is a failure, that it provides protection for the incompetent. As I see it, the basic problem is to determine whether tenure adequately protects academic freedom without protecting incompetency. If it doesn't, then we ought to investigate alternative ways to achieve this goal.

Robert von der Lippe reported to the 26th National Conference on Higher Education in 1971 that:

> I find it interesting to note parenthetically that the strength of the concept of academic freedom and the extent to which it is subscribed to in this country allows me to make use of that concept in questioning and examining the structural systems for its support. In short, I feel pleased and protected as an academician to question the accepted theory and belief that tenure and academic freedom are inseparable, and I do so without holding tenure myself. 12

But problems of tenure remain. Decisions are not always right. Deadwood accumulates, and the tenured ranks may become serious brakes on change. Consequently, some have suggested that tenure be eliminated.

At present, many states have legislation giving teachers permanent tenure. These statutes determine the conditions under which a teacher may require tenure, define the teacher's rights and obligations, state the causes for which a teacher may be dismissed, and prescribe the procedure by which a teacher's contract may be terminated. Subsequent legislatures may require a modification or even a repeal of the tenure

statutes because of a change in public policy.[13] In 1973, the state of Virginia made the decision to repeal tenure laws:

> The American Association of University Professors has expressed grave concern to the Virginia State Board for Community Colleges over its decision to no longer grant tenure to faculty members at its 22 institutions across the state. In a communication released recently, Daniel L. Adler, associate secretary of the AAUP, said that a close reading of the new policy statements issued by the Virginia State Board "prompts our immediate and grave concern for the principles of academic freedom, tenure and due process as developed and accepted generally in American higher education." The move is believed to be the first in the country in which faculty tenure for an entire system has been abolished, although boards of trustees at individual community colleges have attempted to remove tenure on previous occasions. 14

Evidently, the mood toward tenure is changing. Laws are being reevaluated and faculty members themselves are being placed under pressure by the changing concept of tenure. J. Leo Friewald reported in the September, 1979 issue of Phi Delta Kappan:

> There was a time when teachers were paid a subsistence wage, lauded for their dedication, praised for their high calling -- and generally left alone. Today, teachers demand better salaries and a voice in educational decisions -- and are not left alone. They are set upon from all sides. Their skills and qualifications are questioned and their competence probed. The school population declines and the taxpayer revolts. Tenure has become anathema and "turn the rascals out" is the watchword. 15

BACKGROUND OF THE TENURE SYSTEM IN
COMMUNITY/JUNIOR COLLEGES OF TEXAS

There is no law or regulation in the State of Texas that requires any institution of higher education to have a tenure policy. The word tenure does not even appear in the Texas Education Codes, which contain the Laws of Texas which pertain to public education administered within taxing districts. Tenure in higher education is addressed through general guidelines written by the Coordinating Board, Texas College and University System:

> Section 14 of the Higher Education Coordinating Act of 1965 states, in part: "To achieve excellence in the teaching of students at institutions and agencies of higher education, the (Coordinating) Board shall ... develop and recommend minimum standards for academic freedom, academic responsibility, and tenure." Accordingly in 1967 the Coordinating Board issued Policy Paper No. 1 on this topic. 16

When Policy Paper No. 1 was distributed to colleges across the state -- many community/junior college presidents interpreted this paper to mean their college must have a tenure policy. Consequently, many community/junior colleges began to develop and adopt college policies addressing tenure when, in fact, the tenure policy at a given community/junior college could have merely stated that "The faculty tenure policy at John Doe Junior College is that there is no faculty tenure system." Policy Paper No. 1 was revised in 1979, and it clearly states the Coordinating Board's position on tenure:

> The standards set forth in the document constitutes patterns and guidelines only. They are not binding

> on any institution and may be varied in any respect. An institution adopting policies and procedures relating to this subject matter may use or may discard any portion or portions of this document to the end that institution's policies and procedures may be designed to fit the institution's particular educational mission, tradition, resources, and circumstances relevant to its character and role and scope. Final responsibility rests with the governing board to adopt if it chooses (and there is no state law or policy which requires that it do so) both general standards and specific institutional policies and procedures designed to enable students, faculty members, administrators and boards to work together effectively and harmoniously for the common objective of academic excellence.17

Those community/junior colleges that developed and adopted tenure policies early—on were now faced with the reality of academic tenure for a faculty that may or may not be suited to this phase of academia. Some of the immediate problems confronting community/junior college administrators were:

1. Who should administer the system of tenure?
2. Would full-time instructors in the Vocational-Technical programs, which do not hold baccalaureate degrees, be eligible for tenure?
3. Should a limit be placed on the number of college faculty on tenure?

In the State of Texas tenure has been defined as "the entitlement of a faculty member to continue in his or her academic position unless dismissed for a good cause." 18

The Coordinating Board of Texas recommends that a tenure system have the following components:

1. Beginning with appointment ... the probationary period for a faculty member shall not exceed seven years ... Tenure is obtained only by affirmative action of the institution.

2. Notice of non-reappointment, or of intention not to reappoint a faculty member, should be given in writing in accord with the following standards: (a) not later than March 1 of the first academic year of probationary service ... (or) (b) not later than December 15 of the second year of probationary service ... (or) at least six months in advance of its termination; (c) at least twelve months before the expiration of a probationary appointment after two or more years in the institution.

3. Good cause for dismissal of a faculty member with tenure may include, but shall not be limited to the following:

a. professional incompetence,

b. continuing or repeated substantial neglect of professional responsibilities,

c. moral turpitude adversely affecting the performance of duties or the meeting of responsibilities to the institution, or to students or associates,

d. mental or physical disablement of a continuing nature adversely affecting to a material and substantial degree the performance of duties or the meeting of responsibilities to the institution, or to students or associates,

e. unprofessional conduct adversely affecting to a material and substantial degree the performance of duties or the meeting of responsibilities to the institution, or to students or associates,

f. <u>bona fide</u> financial exigency or the phasing out of institutional programs requiring reduction of faculty.

4. A faculty member with tenure shall not be dismissed until he or she has received reasonable notice of the cause for dismissal and only after an opportunity for a hearing which shall meet the established procedures of due process and in which the institution shall bear the burden of proving by a preponderance of the evidence good cause for dismissal. [19]

SOME POSSIBLE ALTERNATIVES

With the above research in mind, the reader may ask what are some of the possible alternatives open to the administrator who has a large number of tenured faculty? As the enrollments of Texas colleges begin to decline, tenured faculty may/will be released because of financial necessity -- however, those released instructors may have the position back if it re-opens again in the future.

There is currently a move in the State of Texas to abolish all tenure. Texas House Speaker, Bill Clayton, charged the 1979 Higher Education Committee to:

> "study the present policies of granting tenure to faculty members at public institutions of higher education and determine the impact of these policies on recruitment and the promotion of minority and/or young faculty."
>
> A great deal of interest in the subject of tenure was generated during the regular session, particularly by Rep. Frank Gaston (R-Dallas), who introduced bills to replace the faculty tenure system with multi-year contracts and to couple the contractual arrangement with regular evaluative reviews of faculty members. A public hearing was held, but the bills died in com-

> mittee. Gaston made it clear, however, that he intended to give top priority to changing the system during the next session "unless faculty begins to clean up their act." [20]

If tenure is abolished in the State of Texas, I would pose two options that may be open to colleges: procedural due process and faculty negotiations.

PROCEDURAL DUE PROCESS

Administrators of colleges might acquaint themselves with the concept of procedural due process as an alternative to tenure. One area of conflict procedural due process may resolve is in faculty evaluation. Evaluation has always been a problem for colleges with tenure systems. The basic difference between due process and tenure is that in matters of dismissal -- in a tenure system, the burden of proof lies with the college and in due process the burden of proof lies with the instructor. Under due process, all instructors must be treated and evaluated in the same manner. Every instructor is entitled to an evaluation of their teaching skills. If these skills do not meet with the approval of the administrator/department head, specific recommendations must be made that would eliminate the deficiency and a follow-up evaluation should be planned at a later date. The evaluator should work with the instructor in question to try to improve the inadequate teaching skills. After the second evaluation, another conference should be held to again discuss and agree on skills that still need to be improved or to note any improvements accomplished. Formal notice of intent not to re-employ with specific reasons should be given well in advance of the contract renewal date. If the contract is not

renewed, the instructor may request a hearing on the matter before a faculty committee or the governing board of the college.

Using Roth V. Board of Regents[21] as a reference. Rubin states that substantive constitutional protection for a faculty member may well be "useless without procedural safeguards." Although an instructor "possessed of extraordinary fortitude" may elect to retain a counsel and file suit, litigation entails many practical difficulties. A quote taken from The Rights of Teachers states that:

> Faculty members are not litigious by nature; the costs of formal controversy are high and usually must be borne personally, the burden of proof--often exceedingly difficult to carry--falls upon the plaintiff—teacher, and the ordinary case may not reach judgement for months or even years after the plaintiff has been separated from his job. In addition, the teacher must face the practical recognition that the extralegal hazards of such litigation are themselves quite great: to sue and to lose establishes a public record against oneself as a teacher and may further prejudice one's chances for employment or advancement. To sue and to win will not permit one actually to resume teaching at the institution in most instances, and it will almost certainly spread upon the public record whatever evidence of the plaintiff's shortcomings the defending institution can muster--thereby warning other institutions which may be wary of seemingly irascible professors who sue their employer and "launder their linen" in public places.[22]

Rubin further commenting on Board of Regents vs. Roth and Perry vs. Sindermann stated the "the Supreme Court ruled that if termination would deprive the teacher of liberty or property, he is entitled to a hearing."[23]

> In Roth, the Supreme Court recognized that a teacher dismissed during the term of his contract has a property interest safeguarded by due process. Thus, any teacher--

> including a nontenured teacher--facing dismissal during his contract term would be entitled to a hearing under the Constitution. The court rejected the contention, however, that every nontenured teacher facing nonrenewal of his contract is entitled to such a hearing. Rather, the Court held, a hearing is constitutionally required in such circumstances only where the nonrenewal implicated interests in "liberty" or "property". In Sindermann, the court held that proof of a property interest in continued employment "would obligate college officials to grant a hearing at his request, where he could be informed of the grounds for his nonretention and challenge their sufficiency." in neither Sindermann nor Roth, however, did the Court shed much light on the nature of the hearing that would be required to permit a teacher adequately to challenge the sufficiency of the reasons for nonretention, except that in Roth the Court suggested that a "full....(as well as a prior) hearing: is necessary.

Rubin concluded that in Roth, the Court made frequent reference to its prior decision in Goldberg vs. Kelly, where it formulated the following minimum procedural safeguards necessary to afford a fair hearing:

1. the opportunity to be heard"' at a meaningful time and in a meaningful manner'";
2. "timely and adequate notice detailing the reasons for a proposed termination";
3. the opportunity to confront and cross-examine witnesses;
4. the opportunity to present arguments and evidence orally, as well as in writing;
5. the right to retain an attorney;
6. a determination resting "solely on the legal rules and evidence adduced at the hearing"
7. a statement by the decision maker of the reasons for the determination and of the evidence relied on; and
8. an impartial decision maker. [24]

The other option available, which is considerably less attractive when compared to procedural due process is formal negotiations with the faculty.

FACULTY NEGOTIATIONS

The process of negotiating with faculty is gaining impetus across the United States. The college administration needs to become more aware of the importance of this facet of education. Few administrators are actually involved in the negotiating process, usually a negotiator is employed to represent the college and the faculty employs a negotiator to represent them. However, negotiation by the faculty involves the relationship between the administration and faculty. Consequently, the faculty and administration should involve themselves in developing a framework of rules under which both would agree to operate. One outcome of this framework would be to develop a formal grievance procedure that would possibly solve problems before they become an issue to negotiate. Kramer recommended certain guidelines for the approach to grievance cases. They are as follows:

1. Grievances should be presented in writing.
2. An association committee should screen grievances.
3. The administration should have his witnesses.
4. Reprisals from participation in grievance cases should be forbidden.
5. All parties should be allowed to file grievances.
6. The grievance procedure should not be conducted during school hours.
7. A statute of limitations should be specified.

Kramer further outlined some guidelines for the administration in

resolving formal grievances. They include:

1. Take time to decide.
2. Avoid unnecessary written explanations.
3. Consistency and impartiality are essential.
4. Firm decisions require a long-range view.
5. Administrators must be able to document teacher ratings.
6. Continuous communication between the administration and board is crucial.
7. Permanent records should be kept.[25]

From supervision to the enforcement of college policy, the administration heavily influences the climate of the college. Because of the nature of this position, the administration needs to understand the process of negotiations.

Strahan stated that usually a faculty organization will submit a proposal or group of proposals before a board for negotiation.[26] He referred to N.L.R.B. v. Wooster Division of Borg-Warner Corp.[27] as a case which established some categories of proposals that might be submitted to an employer. In this case the U.S. Supreme Court recognized the following three categories:

1. Those that are illegal and therefore cannot be bargained about.
2. Those that may be bargained about if the parties voluntarily wish to do so.
3. Those that are mandatory and must be bargained about.

Strahan further stated that these positions would not necessarily be binding upon a school board, in that they are an interpretation of the National Labor Relations Act, but many of the guidelines used in the negotiations process have been drawn from the private sector's experience."[28]

Bolmeier commenting on faculty negotiations, said that in the legislative and judiciary branches, there has been a trend to support the negotiating process on matters that would other-wise be taken to court.[29] A case in point, Wisconsin Joint School District v. Wisconsin Employment Relations Board involved a situation where the faculty wanted to negotiate the "school calendar." The board refused to do so stating that this was a matter of policy making. However, the court said that it may be a negotiable matter since the calendar was a matter of concern to all.[31] If grievance procedures are not effective, then formal negotiations will probably be the alternative.

Addelston wrote that the administration should be vitally concerned with negotiations in four major areas:

1. Negotiations with students and/or their parents as representatives of those pupils concerning what we might call the working conditions of the students;
2. Negotiations with faculty and other staff members, e.g., para-professionals;
3. Negotiations with the community or the so-called and sometimes self-styled community representatives;
4. Negotiations with the supervisory staff including the administration.

The purpose of negotiation is to gain agreement among parties with conflicting demands and interests on matters of mutual concern. Collective negotiation involves human-relations skills, discussion of issues and facts, and recognition of pupils as a silent third party. There are no hard-and-fast rules to govern the process. It is an art, not a science.

The goal is to reach agreement, and a zipper clause should be inserted in the agreement to ensure that negotiations will not be reopened for a specified

period of time. Written contracts should summarize and specify kind and type of agreements. Execution of the written agreement is an executive matter and involves the president and board. 32

If tenure is abolished in the State of Texas, a formal procedural due process system appears to be a preferable alternative to negotiations. Shared governance and long-term contracts have been considered, but the determination of how much governance and length of contracts would have to be agreed upon through a process of negotiation or arbitration. However, which option to use would have to be worked out and implemented to meet the unique needs and situations at each institution in the state.

APPENDIX A

ACADEMIC FREEDOM AND TENURE 1940
STATEMENT OF PRINCIPLES
AAUP Bulletin, Vol. 56 No. 1, March 1970

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically: (1) Freedom of teaching and research and of extramural activities and (2) a sufficient degree of economic security to make the profession attractive to men and women of ability. Freedom and economic security, hence, tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

ACADEMIC FREEDOM

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing

his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ACADEMIC TENURE

(a) After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their service should be terminated only for adequate cause, except in the case of retirement for age, or under extraordinary circumstances because of financial exigencies.

In the interpretation of this principle it is understood that the following represents acceptable academic practice:

(1) The precise terms and conditions of every appointment should be stated in writing and be in the possession of both institution and teacher before the appointment is consummated.

(2) Beginning with appointment to the rank of fulltime instructor or

a higher rank, the probationary period should not exceed seven years, including within this period full-time service in all institutions of higher education; but subject to the proviso that when, after a term of probationary service of more than three years in one or more institutions, a teacher is called to another institution it may be agreed in writing that his new appointment is for a probationary period of not more than four years, even though thereby the person's total probationary period in the academic profession is extended beyond the normal maximum of seven years. Notice should be given at least one year prior to the expiration of the probationary period if the teacher is not to be continued in service after the expiration of that period.

(3) During the probationary period a teacher should have the academic freedom that all other members of the faculty have.

(4) Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment, should, if possible, be considered by both a faculty committee and the governing board of the institution. In all cases where the facts are in dispute, the accused teacher should be informed before the hearing in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment upon his case. He should be permitted to have with him an adviser of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of

notification of dismissal whether or not they are continued in their duties at the institution.

(5) Termination of a continuous appointment because of financial exigency should be demonstrably bona fide.

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